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Attorneys for Plaintiff
Brendan William Najar

UNITED STATES DISTRICT COURT
DISTRICT OF NEVADA

BRENDAN WILLIAM NAJAR,)	Case No.: 2:21-cv-01096-DJA
)	
Plaintiff,)	STIPULATION AND PROPOSED
)	ORDER FOR THE AWARD AND
vs.)	PAYMENT OF ATTORNEY FEES
)	AND EXPENSES PURSUANT TO
KILOLO KIJAKAZI,)	THE EQUAL ACCESS TO JUSTICE
Acting Commissioner of Social)	ACT, 28 U.S.C. § 2412(d)
Security,)	
)	
Defendant.)	

TO THE HONORABLE DANIEL J. ALBREGTS, MAGISTRATE JUDGE
OF THE DISTRICT COURT:

IT IS HEREBY STIPULATED, by and between the parties through their
undersigned counsel, subject to the approval of the Court, that Brendan William
Najar be awarded attorney fees in the amount of THREE THOUSAND FOUR

1 HUNDRED dollars (\$3,400.00) under the Equal Access to Justice Act (EAJA), 28
2 U.S.C. § 2412(d), and no costs. This amount represents compensation for all legal
3 services rendered on behalf of Plaintiff by counsel in connection with this civil
4 action, in accordance with 28 U.S.C. § 2412(d).

5 After the Court issues an order for EAJA fees to Brendan William Najar,
6 the government will consider the matter of Brendan William Najar's assignment of
7 EAJA fees to Marc Kalagian. The retainer agreement containing the assignment is
8 attached as exhibit 1. Pursuant to *Astrue v. Ratliff*, 130 S.Ct. 2521, 2529 (2010),
9 the ability to honor the assignment will depend on whether the fees are subject to
10 any offset allowed under the United States Department of the Treasury's Offset
11 Program. After the order for EAJA fees is entered, the government will determine
12 whether they are subject to any offset.

13 Fees shall be made payable to Brendan William Najar, but if the Department
14 of the Treasury determines that Brendan William Najar does not owe a federal
15 debt, then the government shall cause the payment of fees, expenses and costs to
16 be made directly to Law Offices of Lawrence D. Rohlfig, Inc., CPC, pursuant to
17 the assignment executed by Brendan William Najar.¹ Any payments made shall be
18 delivered to Marc Kalagian.

19 This stipulation constitutes a compromise settlement of Brendan William
20 Najar's request for EAJA attorney fees, and does not constitute an admission of
21 liability on the part of Defendant under the EAJA or otherwise. Payment of the
22 agreed amount shall constitute a complete release from, and bar to, any and all
23 claims that Brendan William Najar and/or Marc Kalagian including Law Offices of
24

25 ¹ The parties do not stipulate whether counsel for the plaintiff has a cognizable lien
26 under federal law against the recovery of EAJA fees that survives the Treasury
Offset Program.

1 Lawrence D. Rohlfing, Inc., CPC may have relating to EAJA attorney fees in
2 connection with this action.

3 This award is without prejudice to the rights of Marc Kalagian and/or the
4 Law Offices of Lawrence D. Rohlfing, Inc., CPC to seek Social Security Act
5 attorney fees under 42 U.S.C. § 406(b), subject to the savings clause provisions of
6 the EAJA.

7 DATE: May 16, 2022 Respectfully submitted,

8 LAW OFFICES OF
9 LAWRENCE D. ROHLFING, INC., CPC

10 */s/ Marc V. Kalagian*

11 BY: _____

12 Marc V. Kalagian
13 Attorney for plaintiff
14 BRENDAN WILLIAM NAJAR

15 DATED: May 16, 2022

16 JASON M. FRIERSON
17 United States Attorney

18 */s/ Christopher James Bella*

19 CHRISTOPHER JAMES BELLA
20 Special Assistant United States Attorney
21 Attorneys for Defendant
22 KILOLO KIJAKAZI, Acting Commissioner of
23 Social Security (Per e-mail authorization)

24 **ORDER**

25 Approved and so ordered:

26 DATE: May 18, 2022



THE HONORABLE DANIEL J. ALBREGTS
UNITED STATES MAGISTRATE JUDGE

PROOF OF SERVICE

STATE OF CALIFORNIA, COUNTY OF LOS ANGELES

I am employed in the county of Los Angeles, State of California. I am over the age of 18 and not a party to the within action. My business address is 12631 East Imperial Highway, Suite C-115, Santa Fe Springs, California 90670.

On this day of May 18, 2022, I served the foregoing document described as STIPULATION FOR THE AWARD AND PAYMENT OF ATTORNEY FEES AND EXPENSES PURSUANT TO THE EQUAL ACCESS TO JUSTICE ACT, 28 U.S.C. § 2412(d) AND COSTS PURSUANT TO 28 U.S.C. § 1920 on the interested parties in this action by placing a true copy thereof enclosed in a sealed envelope addressed as follows:

Mr. Brendan William Najar
9256 Haimsworth Ave.
Las Vegas, NV 89148

I caused such envelope with postage thereon fully prepaid to be placed in the United States mail at Santa Fe Springs, California.

I declare under penalty of perjury under the laws of the State of California that the above is true and correct.

I declare that I am employed in the office of a member of this court at whose direction the service was made.

Marc V. Kalagian
TYPE OR PRINT NAME

/s/ Marc V. Kalagian
SIGNATURE

**CERTIFICATE OF SERVICE
FOR CASE NUMBER 2:21-CV-01096-DJA**

I hereby certify that I electronically filed the foregoing with the Clerk of the Court for this court by using the CM/ECF system on May 17, 2022.

I certify that all participants in the case are registered CM/ECF users and that service will be accomplished by the CM/ECF system, except the plaintiff served herewith by mail.

/s/ Marc V. Kalagian

Marc V. Kalagian
Attorneys for Plaintiff

SOCIAL SECURITY REPRESENTATION AGREEMENT

This agreement was made on December 22, 2020, by and between the Law Offices of Lawrence D. Rohlifing referred to as attorney and **Mr. Brendan William Najar, S.S.N. 8253**, herein referred to as Claimant.

1. Claimant employs and appoints Law Offices of Lawrence D. Rohlifing to represent Claimant as Mr. Brendan William Najar's Attorneys at law in a Social Security claim regarding a claim for disability benefits and empowers Attorney to take such action as may be advisable in the judgment of Attorney, including the taking of judicial review.

2. In consideration of the services to be performed by the Attorney and it being the desire of the Claimant to compensate Attorney out of the proceeds shall receive **25% of the past due benefits** awarded by the Social Security Administration to the claimant or **such amount as the Commissioner may designate under 42 U.S.C. § 406(a)(2)(A) which is currently \$6,000.00**, whichever is **smaller**, upon successful completion of the case **at or before a first hearing decision from an ALJ**. If the Claimant and the Attorney are unsuccessful in obtaining a recovery, Attorney will receive no fee. This matter is subject expedited fee approval except as stated in ¶3.

3. The provisions of ¶ 2 only apply to dispositions at or before a first hearing decision from an ALJ. The fee for successful prosecution of this matter is **25% of the past due benefits awarded upon reversal of any unfavorable ALJ decision for work before the Social Security Administration**. Attorney shall petition for authorization to charge this fee in compliance with the Social Security Act for all time whether exclusively or not committed to such representation.

4. If this matter requires judicial review of any adverse decision of the Social Security Administration, the fee for successful prosecution of this matter is **a separate 25% of the past due benefits awarded upon reversal of any unfavorable ALJ decision for work before the court**. Attorney shall seek compensation under the Equal Access to Justice Act and such amount shall credit to the client for fees otherwise payable for that particular work. Client shall endorse such documents as are needed to pay Attorney any amounts under the EAJA and assigns such fee awards to Attorney.

5. Claimant shall pay all costs, including, but not limited to costs for medical reports, filing fees, and consultations and examinations by experts, in connection with the cause of action.

6. Attorney shall be entitled to a reasonable fee; notwithstanding the Claimant may discharge or obtain the substitution of attorneys before Attorney has completed the services for which he is hereby employed.

7. Attorney has made no warranties as to the successful termination of the cause of action, and all expressions made by Attorney relative thereto are matters of Attorney's opinion only.

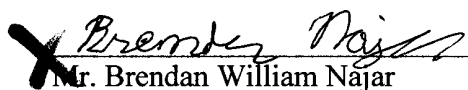
8. This Agreement comprises the entire contract between Attorney and Claimant. The laws of the State of California shall govern the construction and interpretation of this Agreement except that federal law governs the approval of fees by the Commissioner or a federal court. Business and Professions Code § 6147(a)(4) states "that the fee is not set by law but is negotiable between attorney and client."

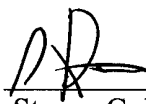
9. Attorney agrees to perform all the services herein mentioned for the compensation provided above.

10. Client authorizes attorney to pay out of attorney fees and without cost to client any and all referral or association fees to prior or referring attorneys or bar referral service.

11. The receipt from Claimant of none is hereby acknowledged by attorney to be placed in trust and used for costs.

It is so agreed.


Mr. Brendan William Najar

 1/6/21
Steven G. Rosales
Law Offices of Lawrence D. Rohlifing

/s/ Marc V. Kalagian
Marc V. Kalagian